## BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY

Meeting Date: April 21, 22, 2004	Division:	Public Works	
Bulk Item: Yes X No	Department:	Facilities Maintenance	
AGENDA ITEM WORDING: Approval of an Amendment to Agreement with Planned Parenthood of Greater Miami and the Florida Keys, Inc. terminating services at the Dept. of Health Clinic in Tavernier and thereby reducing office space fees for non-profit organizations from \$200.00 to \$100.00 per month.			
ITEM BACKGROUND: On March 16, 2004, P. Keys, Inc. notified Facilities Maintenance in wimmediately. Services at the Ruth Ivins Center in N	riting that ser	vices in Tavernier ceased effective	
PREVIOUS RELEVANT BOCC ACTION: On into a Lease Agreement with Planned Parenthood office space at the Ruth Ivins Center in Marathon On October 18, 2000, the BOCC approved an renewal options, and abating \$100.00 August rent of Health Clinic. On June 20, 2001, and May 15, 2 options, and on March 19, 2003, the BOCC approved Office Space by Non-Profit Organizations, and extended with the option to renew for two additional of the space	I of Greater M., and the Depa Amendment to for utility cons 2002, the BOC yed to waive M end the Lease	liami and the Florida Keys, Inc., for artment of Health Clinic in Tavernier. the lease establishing two one-year sumption at the Tavernier Department C approved the two one-year renewal onroe County Policy for Requests for Agreement for an additional one-year	
CONTRACT/AGREEMENT CHANGES: To Parenthood of Greater Miami and the Florida Keys the Lease Agreement. Fees for utilities and upkee office space in Tavernier, and \$100.00 for office space.	, Inc. at the De p costs shall be	pt. of Health Clinic in Tavernier from e reduced from \$200.00 (\$100.00 for	
STAFF RECOMMENDATIONS: Approval as s	tated above.		
TOTAL COST: N/A	BUD	GETED: Yes X No	
COST TO COUNTY: N/A	SOURCE O	F FUNDS: N/A	
REVENUE PRODUCING: Yes No _X	_ AMOUN	Γ PER MONTH Year	
APPROVED BY: County Atty X OMB/	_		
DIVISION DIRECTOR APPROVAL:		Prem 3/5/109 Director Public Works	
DOCUMENTATION: Included X	To Follow	Not Required	
DISPOSITION:	_	AGENDA ITEM # 20	

## MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY				
Contract with:	Planned Parenthood	Contract #		
		Effective Date:	03/16/04	
ļ		Expiration Date:		
Contract Purpos		- 	ATT 1.1	
Eliminate the Clinic in Tave	e use of office space for non ernier.	n-profit organization	18 at the Dept. of Health	
	OTHOL:			
Contract Manage		4549	Facilities Maint/Stop #4	
<u>.</u>	(Name)	(Ext.)	(Department/Stop #)	
for BOCC meeti	ing on 04/21/04	Agenda Deadline	e: 04/06/04	
	CON	VTRACT COSTS		
Total Dollar Val	lue of Contract: \$ Reve	enue Current Ye	ear Portion: \$ N/A	
Budgeted? Yes				
Grant: \$ N/A County Match: \$	N/A			
County iviation, 4	) IN/A			
		ITIONAL COSTS	<del></del>	
Estimated Ongoing Costs: \$/yr For: (Not included in dollar value above) (eg. maintenance, utilities, janitorial, salaries, etc.)				
(1100 84040000	ndi value accito,	(cg. mammino, m	IIIIles, Jamonai, Salares, etc.)	
	CONT	TRACT REVIEW		
	Changes	s	Date Out	
	Date In Needed		leviewer .	
Division Directo	or 3/30/04 Yes No		HS1104	
Risk Managemer	mt 3/23/09 Yes□ No[	V BUZ	July 3/23/04	
O.M.B./Purchasing JYM Yes No Lawrence 3/26/04				
County Attorney	$3/29/04 \text{ Yes} \square \text{ No}$	I SHUTT	3/29/04	
Comments:				

OMB Form Revised 2/27/01 MCP #2

#### AMENDMENT TO AGREEMENT

(Non-Profit Organization Lease of Office Space at the Ruth Ivins Center in Marathon, and the Department of Health Clinic in Tayernier.)

THIS Amendment is made and entered into this 21<sup>st</sup> day of April 2004, between the COUNTY OF MONROE and PLANNED PARENTHOOD OF GREATER MIAMI AND THE FLORIDA KEYS, INC., in order to amend the agreement dated June 14, 2000, as amended on October 18, 2000, as renewed on June 20, 2001, May 15, 2002, and March 19, 2003 (copies of which are incorporated hereto by reference) as follows:

- 1. Revise the agreement to reflect the termination of services at the Department of Health Clinic in Tavernier, thereby decreasing the fee for monthly utility consumption and upkeep costs from \$200.00 per month to \$100.00 per month keeping only the office space at the Ruth Ivins Center in Marathon. Effective March 16, 2004.
- 2. In all other respects, the original agreement between the parties dated June 14, 2000, amended October 18, 2000, as renewed on June 20, 2001, May 19, 2002, and March 19, 2003, remains in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal, the day and year first written above.

(Seal) Attest: DANNY L. KOLHAGE, CLERK	BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA
By:	Ву:
Witness	PLANNED PARENTHOOD OF GREATER MIAMI AND THE FLORIDA KEYS, INC.
Witness	Ву:
	Title

MONROE COUNTY AT THEY
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PAIR 3/29/07
TORNEY

Chair

San Bassins

Vice-Chair

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Secretary

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Treasurer

Nano, G. Pistroff, C.P.A.

Board of Trustees

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nama Elena Villar

President, CEO

n San Sarbieri

General Counsel

Medical Director

DODAR OF Starke MD FACOG

Jean D. Shehan Family Planning Clinic

To Microsoft Trib Avenue

20 cm of the cald 20147

752 F37702 Avenue stration

752 F37707 Clond

752 F37707 Education

North Miami Family Planning Clinic

Plini Birlin Street
Stimming am Florida (1816)
Stimming This Conic
(18-118-16) Biggrapion

South Beach Family Planning Clinic

i i Amarika Sika Street Di ami Besara Firenda 32034 Tirendi Leesan Clidac

Kendall Family Planning Clinic

sen til Summit Busklind liear 1941 – S.A. oddbistreet bude 199 Milita Tillinga 331Te Timsåssa III Cliniq

South Dade Family Planning Clinic

Life and boring vienter
 10.20 S.W. Lifeth Street
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Isdia B. Stokes family Planning Clinic

45 Telleg Li Avende 10 ym wr Florida (307) 3 Telleg Clavy 3 471/1636 Education

Starr Moore Family Planning Clinic

Facts in Life Line: 15-285-2061

Website: www.ppgm.org



March 16, 2004

Board of County Commissioners County of Monroe 3583 S. Roosevelt Boulevard Key West, Florida 33040

Dear Commissioners:

I regret to inform you that we will not be providing family planning services in Tavernier, effective immediately. We deeply regret this move, but a number of things have occasioned this decision.

Beginning in May of 2001, we requested consideration to move into new space at the old Mariner's Hospital when renovations were completed. As recently as January 14, 2004, we were told there was no space for us. As board and staff looked at the eventual closing of the Tavernier site in June of this year, we reviewed the issues that we've had in providing services in Tavernier.

Let me say first that without your generosity, we could not have provided services at all. The cost to us for renting a suitable facility would have been prohibitive.

Secondly, 35% of services provided have been to patients at 150% of the poverty level or below; therefore below our costs, or free.

Thirdly, there is a shortage of advanced registered nurse practitioners available in the Florida Keys and to provide services in Tavernier we have had to contract with a practitioner who lives in Key West, and pay mileage.

All of this means we have not been able to break even, and with the anticipated closing in June, the board, staff and I decided we could no longer sustain these losses.

Board of County Commissioners Monroe County Page 2.

We will continue to provide services in Marathon and will make every effort to accommodate patients coming from Tavernier, but a down-turn in the economic climate in the United States has increased the demands for free services and decreased donor contributions to fill in the gap.

We have had a wonderful experience and I am grateful to all of you for your willingness to work with us. I am available to talk to you about this and, as always, am willing to come to a Commission meeting.

It is with real sorrow that we make this move.

Sincerely,

D. Joan Sampieri President/CEO

Cc: Anna Velasquez, Director of Patient Services Karen Beal, Director of Public Affairs Bill Spear, Facilities Manager John Pascucci, Rural Health Network Ann Mytnik, Contract Facilities Manager

### RENEWAL AGREEMENT

(Non-Profit Organization Lease of Office Space at the Ruth Ivins Center in Marathon, and the Department of Health Clinic in Tavernier.)

THIS Renewal is made and entered into this 19th day of March, 2003, between the COUNTY OF MONROE and PLANNED PARENTHOOD OF GREATER MIAMI AND THE FLORIDA KEYS, INC., in order to renew the agreement dated June 14, 2000, as amended on October 18, 2000, as renewed on June 20, 2001, and May 19, 2002 (copies of which are incorporated hereto by reference) as follows:

- 1. Waiving Monroe County Policy for Requests for Office Space by Non-Profit Organizations, Lessee wishes to extend the lease for office space located at the Ruth Ivins Center in Marathon, and the Department of Health Clinic in Tavernier, for an additional one year period with the option to renew the Lease Agreement for two additional oneyear extensions.
- 2. Paragraph 3 (a) of the original Lease Agreement dated June 14, 2000 shall change from utilizing 78 square feet of dedicated space (room #140), and existing Health Department clinic space at the Ruth Ivins Center to utilizing 78 square feet of dedicated space (room #115), and existing Health Department clinic space (room #'s 112 and 113) at the Ruth Ivins Center
- 3. The term of the renewed Agreement shall commence on August 1, 2003, and shall expire on July 31, 2004
- 3. In all other respects, the original agreement between the parties dated June 14, 2000, amended October 18, 2000, as renewed on June 20, 2001, and May 19, 2002, remains in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal, the day and year first written above.

Attest: DANNY L. KOLHAGE, CLERK

Deputy Clerk

PLANNED PARENTHOOD OF GREATER MIAMI AND THE FLORIDA KEYS, INC.

**BOARD OF COUNTY COMMISSIONERS** 

OF MONROE COUNTY, FLORIDA

APPROVED AS TO FO

### RENEWAL AGREEMENT

(Non-Profit Organization Lease of Office Space at the Ruth Ivins Center in Marathon, and the Department of Health Clinic in Tavernier.)

THIS Renewal is made and entered into this 15th day of May 2002, between the COUNTY OF MONROE and PLANNED PARENTHOOD OF GREATER MIAMI AND THE FLORIDA KEYS, INC., in order to renew the agreement dated June 14, 2000, as amended on October 18, 2000, and as renewed on June 20, 2001 (copies of which are incorporated hereto by reference) as follows:

- 1. In accordance with Paragraph 2 of the Lease Amendment dated October 18, 2000, Planned Parenthood of Greater Miami and the Florida Keys, Inc. exercises its second and final one-year extension of the original lease dated June 14, 2000, commencing August 1, 2002 and terminating July 31, 2003.
- 2. In all other respects, the original agreement between the parties dated June 14, 2000, amended October 18, 2000, and as renewed on June 20, 2001, remains in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal, the day and year stwritten above.

L. KOLHAGE, CLERK

BOARD OF COUNTY COMMISSIONERS Y, FLORIDA OF MONROE COUN

PLANNED PARENTHOOD OF GREATER

MIAMI AND THE FLORIDA KEYS, INC.

JUN 1 4 2002

THIS Renewal is made and entered into this 20th day of June 2001, between the COUNTY OF MONROE and PLANNED PARENTHOOD OF GREATER MIAMI AND THE FLORIDA KEYS, INC., in order to renew the agreement dated June 14, 2000, and as amended on October 18, 2000 (copies of which are incorporated hereto by reference) as follows:

- In accordance with Paragraph 2 of the Lease Amendment dated October 18, 2000, Planned Parenthood of Greater Miami and the Florida Keys, Inc. exercises its first additional one-year extension of the original lease dated June 14, 2000, commencing August 1, 2001 and terminating July 31, 2002.
- In all other respects, the original agreement between the parties dated June 14, 2000, and 2. amended October 18, 2000, remains in full force and effect.

S WHEREOF, the parties have hereunto set their hands and seal, the day and year L. KOLHAGE, CLERK

BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA

PLANNED PARENTHOOD OF GREATER MIAMI AND THE FLORIDA KEYS, INC.

D. Joan Sampieri

President/CEO

## en une Ruth Ivins Center in Marthon, and the Department of Health Clinic in Tayomicr.)

THIS Amendment is made and entered into this 18th day of October 2000, between the COUNTY OF MONROE and PLANNED PARENTHOOD OF GREATER MIAMI AND THE FLORIDA KEYS, INC., in order to amend the agreement dated June 14, 2000, (a copy which is incorporated hereto by reference) as follows:

- Rent paid of \$100.00 for the month of August for utility consumption at the Tavernier } Department of Health Clinic, be applied towards the first month Planned Parenthood actually occupies space. All other rents between September 1, 2000 and actual occupancy date be abated. Rent due for partial month occupancy to be pro-rated.
- 2. Add to Article 1, a paragraph B, to read as follows: Lessee has the option to renew this Lease Agreement after the first year for two (2) additional one-year extensions (in accordance with Monroe County policy, Requests for Office Space by Non-profit Organizations).
  - In all other respects, the original agreement between the parties dated lune 14, 2000 3. remains in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal, the day and year

OLHAGE, CLERK

BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA

PLANNED PARENTHOOD OF GREATER MIAMI, INC.

APPROVED AS TO

#### AGREEMENT

THIS AGREEMENT, made this 14th day of June, 2000 by and between the Board of County Commissioners of Monroe County, Florida (hereinafter referred to as BOCC) and Planned Parenthood of Greater Miami and the Florida Keys, (hereinafter referred to as Planned Parenthood), a not-for-profit corporation incorporated in the State of Florida.

WHEREAS, the BOCC has approved for the Administrator to make limited, temporary office space available to nonprofit organizations serving the County community on the condition that the organizations are responsible for their own cleaning, telephone and similar costs and provide a reasonable payment to the County for the cost of electricity; and

WHEREAS, the Planned Parenthood provides affordable reproductive healthcare to thousands of men and woman.

WHEREAS, the BOCC has determined that it is in the best interests of Monroe County to enter into this agreement:

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the parties agree as follows:

- 1. Contract Term and Sum. This agreement is for the period commencing Aubust 1, 300 and through July 3, 200, unless earlier terminated pursuant to paragraphs 6 or 23 below. Planned Parenthood hereby agrees to pay the BOCC the sum of \$100.00 per month for space at the Ruth Ivins Center in Marathon, and the sum of \$100.00 per month for space at the Department of Health Clinic in Tavernier, for the utility consumption and upkeep costs (total of \$200.00 per month).
- 2. Scope of Services. Planned Parenthood shall provide affordable reproductive healthcare, provide breast, pelvic and testicular exams; Pap smears; diagnosis and treatment of STDs (sexually transmitted infections); birth control methods at greatly reduced prices; pregnancy testing and reproductive health education and counseling. Planned Parenthood shall install its own telephones, supply its own office furniture and equipment, and provide for its own janitorial service.
- 3. <u>BOCC Responsibility.</u> The BOCC shall direct its Administrator, Department Heads, County Attorney and staff to provide certain facilities and support to Planned Parenthood as can be provided without requiring an increase in personnel or any purchase or lease of real property. The BOCC shall provide to Planned Parenthood, within the aforementioned limitation, as well as all rules applicable to County, without any cost to the county, the following:
  - a) Ruth Ivins Center 78 square sect of dedicated space (room #140), and utilization of existing Health Department clinic space.
  - b) Department of Health Clinic in Tavernier 115 square feet of dedicated space, and utilization of existing Health Department clinic space.
  - 4. Records Access and Audits. Planned Parenthood shall maintain adequate and complete records for a period of four years after completion of any event or program. The BOCC shall have access to the books, records, and documents of Planned Parenthood. The access to and inspection of such books, records, and documents by the BOCC shall occur at any reasonable time.
  - Services, and activities under this Agreement, an independent contractor and not an employee, agent or servant of the BOCC. Planned Parenthood shall exercise control, direction, and supervision over the means, manner personnel and volunteers through with it performs the work. Although this Agreement is a cooperative agreement, similar in many respects (but not all) to a partnership. Planned

Parenthood shall have no authority whatsoever to act on behalf and/or as agent for the BOCC in any promise, agreement or representation other than specifically provided for in this agreement. The BOCC shall at no time be legally responsible for any negligence on the part of Planned Parenthood, its employees, agents or volunteers resulting in either bodily or personal injury or property damage to any individual, property or corporation.

- 6. Modification. Additions to, modification to, or deletions from the provision of this contract may be made only in writing and executed by the BOCC. No modification shall become effective without written approval of both parties.
- Breach and Penalties. The parties agree to full performance of the covenants contained in the contract. Both parties reserve the right, at the discretion of each, to terminate the services in this contract for any misfeasance, malfeasance or nonperformance of the contract terms or negligent performance of the contract terms by the other party. Any waiver of any breach of covenants herein contained shall not be deemed to be a continuing waiver and shall not operate to bar either party from declaring a forfeiture for any succeeding breach either of the same conditions or covenants or otherwise.
- 8. <u>Insurance Requirements</u>. Planned Parenthood shall carry, during the term of this agreement public liability insurance, including bodily injury and property loss damage to cover all claims, demands or actions by any person or entity in any way arising from the operation of the Agreement. Such liability insurance shall meet the requirements of the Insurance Requirement Attachments hereto. Monroe County shall be named as an additional insured under the insurance policy and such insurance shall be primary and non-contributing with any insurance carried by the BOCC. Planned Parenthood shall furnish the County with a certificate evidencing the insurance required by this paragraph at the time of executing this Agreement.
- 9. Indemnification and Hold Harmless. Planned Parenthood shall indemnify and hold larmless the BOCC, their departments, agencies, officials, employees, agents, servants and contractors against any claims, liabilities and expenses (including reasonable attorney's fees) arising as a result of any direct and/or indirect action of Planned Parenthood, its employees, agents, servants, volunteers and/or contractors in the performance of the terms of this agreement or otherwise related to activity conducted in the furtherance of this agreement except to the extent that, in the case of any act of negligence, Planned Parenthood reasonable relied upon material or services supplied by the BOCC or any employee of the BOCC. Planned Parenthood shall immediately give notice to the BOCC of any suit, claim or action made against it that is related to any activity under this Agreement and will cooperate with the BOCC in the investigation arising as a result of any suit, claim or action related to this Agreement.
  - 10. <u>Permits.</u> Planned Parenthood shall secure all required pennits and/or licenses necessary to carry out any of the services rendered under this Agreement.

#### 11. Laws and Regulations.

- This Agreement shall be construed by and governed under the laws of the State of Florida unless in an area of law pre-empted by federal law. Planned Parenthood agrees for venue of any dispute to lie in Monroe County, Florida.
- b) Planned Parenthood shall comply with all laws, including but not limited to those listed in Exhibit C.
- Planned Parenthood shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, age or national origin in the performance of work under this Agreement.



- d) Any violation of said statutes, ordinances, rules, regulations and executive orders shall constitute a material breach of this Agreement and shall entitle the BOCC to terminate this Agreement immediately upon delivery of written notice to Planned Parenthood.
- 12. Taxes. The BOCC is exempt from Pederal, Excise and State of Florida Sales Tax.
- 13. Finance Charges. The BOCC will not be responsible for any finance charges.
- 14. <u>Severability</u>. If any provision of this contract shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this contract, or the application of such provision other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this contract shall be valid and enforceable to the fullest extent permitted by law.
- Force Majeure. Planned Parenthood shall not be liable for delay in performance or failure to perform in whole or in part, the services due to the occurrence of any contingency beyond its control or the control of any of its sub-contractors or suppliers, including labor dispute, strike, labor shortage, war or act of war, whether an actual declaration thereof is made or not, insurrection, sabotage, riot or civil commotion, act of public enemy, epidemic, quarantine restriction, accident, fire, explosion, storm, flood, drought or other act of God, act of any governmental authority, jurisdictional action, or insufficient supply of fuel, electricity, or materials or supplies, or technical failure where Planned Parenthood has exercised reasonable care in the prevention thereof, and any such delay or failure shall not constitute a breach of the Agreement. Planned Parenthood shall notify the BOCC of any delay or failure to perform within five (5) days of such action. Upon demand of the BOCC, Planned Parenthood must furnish evidence of the causes of such delay or failure.
- 16. <u>Assignment.</u> Planned Parenthood shall not assign, transfer, sublease, pledge, hypothecate, surrender, or otherwise encumber or dispose of this contract or any estate created by this contract or any interest in any portion of the same, or permit any other person or persons, company or corporation to perform services under this contract without first obtaining the written consent of the BOCC. In the event of such consent, this agreement shall be binding upon Planned Parenthood's successors and assigns.
- Disclosure. Planned Parenthood shall be required to list any or all potential conflicts of interest, as defined by Florida statutes Chapter 112, Part III and the Monroe County Ethics Ordinance. Planned Parenthood shall disclose to the BOCC all actual or proposed conflicts of interest, financial or otherwise, direct or indirect, involving any client's interest which may constitute a conflict under said laws.
- 18. Addition Conditions. Planned Parenthood agrees to accept additional conditions governing the use of funds or performance of work as may be required by federal, state or local statute, ordinance or regulation or by other policy adopted by the BOCC. Such additional conditions shall not become effective until Planned Parenthood has been notified in writing and no such additional conditions shall be imposed retroactively.
- 19. <u>Independent Professional Judgment</u> Planned Parenthood shall at all times exercise independent professional judgment and shall assume full responsibility for the service to be provided and work to be completed.
- 20. Care of Property. Planned Parenthood shall be responsible to the BOCC for the safekeeping and proper use of the property entrusted to Planned Parenthood's care, and to process all documents necessary to continue, without interruptions, any maintenance or service contracts relating to such equipment for its service life. Planned Parenthood shall provide services Monday through Friday, 8:00 a.m. 5:00 p.m., and shall ensure that their patrons do not loiter or congregate on the Ruth Ivins Center's property in Marathon, or the Department of Health Clinic's property in Tavernier.
- 21. <u>Ethics Clause.</u> Planned Parenthood warrants that it has not employed, retained or otherwise had act on its behalf any former County officer or employee subject to the prohibition of Section 2 of

Ordinance No. 010-1990 or any BOCC officer or employee in violation of Section 3 of Ordinance No. 010-1990. For breach or violation of this provision, the County may, in its discretion, terminate this contract without liability and may also, in its discretion, deduct from the contract or purchase price, or otherwise recover, the full amount of any fice, commission, percentage, gift or consideration paid to the former Planned Parenthood or BOCC officer or employee.

Notice. Any notice required or permitted under this Agreement shall be in writing and hand-delivered or mailed, postage prepaid, by certified mail, return receipt requested, to the other party as follows:

To Planned Parenthood Joan Sampiere 1699 SW 27th Avenue Mianni, FL 33145 To County
Monroe County Facilities Maimenance
3583 S. Roosevelt Boulevard
Key West, FL 33040

- 23. <u>Termination</u> Termination of this Agreement shall occur at the Natural ending date, or earlier should either party determine that there has occurred any material breach of any covenants herein contained, or either party otherwise deems it in their best interest to terminate. Termination may be with or without cause, and shall require written notice to be given to the other party as follows:
  - a) In the event either party terminates for breach of contract, termination shall be effective at such time as the terminating party shall declare in its act to terminate for cause, with a minimum of fourteen days notice in writing required prior to effective termination.
  - b) In the event either party terminates without cause, the termination shall not take effect until at least sixty days subsequent to written notice to the other party, and the effective date of termination shall be specified in said notice.
- 24. Full Agreement. This Agreement constitutes the entire and full understanding between the parties hereto and neither party shall be bound by any representations, statements, promises or agreements not expressly set forth herein and in duly executed amendments under paragraph 6 hereof.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above

ANNY L'ROLLYAGE, CICH

Deputy Clerk

BOARD OF COUNTY COMMISSIONERS

OF MONROE COUNTY, FLORIDA

Mayor Chairman

(SEAL)
Attest:

PLANNED PARENTHOOD OF GREATER MIAMI AND THE FLORIDA KEYS

ide office

APPROVED AS TO FORM

SUZANNE HUTTON

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## Monroe County Policy for Requests for Office Space by Non-Profit Organizations

The purpose of this policy is to establish a procedure for processing requests from non-profit organizations desiring affice space in County facilities. The Board of County Commissioners adopted this policy on November 9, 1989.

#### GENERAL INFORMATION:

- Organizations shall complete the attached form and submit it to the Facilities Maintenance Department at 3583 South Roosevelt Boulevard, Key West, Florida 33040; telephone number 305/292-4431 – fax number 305/295-3672.
- Once the request for office space has been reviewed by staff, and it has been determined that appropriate
  space is available, the Administration will prepare an agenda item for the next available meeting for the
  Board of County Commissioners to consider staff recommendations and make a final determination.
- 3. If appropriate office space is located, and approved by the Board of County Commissioners, the organization will be required to:
  - a. Execute a one-year lease agreement with the County, with two (2) possible one-year extensions. Thereafter the organization will not be eligible to reapply for space for a period of a minimum of three (3) years;
  - b. Pay a fee of \$100.00 per month to the Monroe County Clerk of Courts (Finance Department) to cover electricity costs:
  - c. Provide its own janitorial and telephone service.

#### CRITERIA:

The following criteria are	the basis for	determining ti	he aliocation of	f office space:
----------------------------	---------------	----------------	------------------	-----------------

1. The organization must provide a County-wide service.

2.	Does the organization presently receive funding from Monroe County? Yes \( \) No \( \) No \( \) If so, is the agency willing to reduce funding commensurate with cost savings as a result of being located in a County facility? Yes \( \) No \( \) N/A
3.	The organization must secure an in-kind match grant for the value of the space allocated. Please list grant James Starr Moore Memorial Foundation. Lydia B. Stokes Fdtn
4.	Will the office space requested be needed on a temporary basis or for an extended period of time?  Temporary Basis  Extended Basis  How Long?  3 years



## Non-profit Organization Request for Office Space

Name of Organization:	Planned Parenthood	of Greater Mia	mi, Inc.
Contact Name: Joa	n Sampieri	Non-Profit No:	59-1642041
Address: 1699 S.W.	27th Avenue, Miami		
Phone Number: (305)	285-5532	Square Footage Requested:	negotiate with health
Fax Number: (305)	285-5571	For How Long?	3 years
Location Required: Low	rer Keys 🗌 Middle Keys 🔀	Upper Keys ₭፟፝≵	
Special Requirements:		i	
We are request the DOTT space	ing space at the Rut	th Ivens Center	in Marathon and
DEPT OF HEALTH		WYXI	
•	aceive funding from Monroe Col	unity! Yes   North	
If so, what is the annual			
If a lease is granted, ple	ase identify the program for wh	ich the value of the spa	ce allocated will be used as an
in-kind grant match:	Affordable reproduct	ive health care	
Describe the County-wi	de service your agency provide	s and the cost benefit to	Monroe County taxpayers:
•			care (Pap test; breast
	lar exam; STD diagno		
:	reatly reduced price	•	
	For Coun	ty Use Only	
Approved by:			
Risk Management:	•		Date:
Facilities Maint:			Date
<u>:</u>	air Market Value for allocated s	pace)	•
PW Director:			Date
County Administrator:			Date:
1			- the County with two (2) possible

If approved, the organization be required to enter into a one-year lease with the County, with two (2) possible one-year extensions, at which time the organization will not be eligible to reapply for space for a period of a minimum of three (3) years. All non-profit organizations who are provided office space will be required to reimburse the County for utilities in the amount of \$100.00/month, and must provide their own janitorial and telephone services.

dept

# Ruth Ivins Center Partial Floor Plan

